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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CHLOE VILLANO, an Individual,

Plaintiff,

v.

SHASHAMANE GROUP, LLC, a
Delaware Limited Liability
Corporation; ROHAN ANTHONY
MARLEY, an Individual; and
DOES 1-10, Inclusive,

Defendants.

CASE NO. 2:23-cv-4320

COMPLAINT FOR:

- 1. Quid Pro Quo Harassment in Violation of FEHA – Gender/Sex (Gov. Code Sec. 12940, et seq.);**
- 2. Hostile Environment Harassment in Violation of FEHA – Gender/Sex (Gov. Code Sec. 12940, et seq.); and**
- 3. Wrongful Termination in Violation of Public Policy**

DEMAND FOR JURY TRIAL

1 Plaintiff CHLOE VILLANO (hereafter “Plaintiff”) by and through her
2 counsel, claims and alleges against Defendants SHASHAMANE GROUP. LLC
3 (“Shashamane” or “Defendant Shashamane”), and ROHAN ANTHONY MARLEY
4 (“Rohan Marley” “Marley” or “Defendant Marley”) as follows:

5 **SUMMARY OF ACTION**
6 **AND**
7 **GENERAL ALLEGATIONS**

8 1. Defendant Rohan Marley is the son of legendary musician and icon
9 Bob Marley who has attempted, with varying degrees of failure, to establish his
10 own legacy as an entrepreneur and lifestyle brand mogul.

11 2. In 2020, Rohan Marley embarked on a long-percolating ambition to
12 launch “Lion Order,” a cannabis-centered brand that presented itself as a
13 “movement” that would encompass not only the production and sale of custom
14 blends of cannabis products, but also accessories, apparel, and more. Unfortunately,
15 Defendant Marley possessed vision but no business acumen, especially as it related
16 to navigating the complex logistical, regulatory, and legal hurdles associated with
17 creating a sustainable and successful cannabis industry venture. Defendant Marley’s
18 partners and collaborators in the venture, which included a retired football player,
19 Defendant Marley’s sons, and Marley’s long-time buddies, were similarly long in
20 ambition but woefully short on relevant experience and contributed little to no
21 actual labor to the venture. As a result, by 2021, Lion Order was lying in disorder
22 with no direction, no progress, and with no one with the qualifications or experience
23 to move the venture from conception to realization.

24 3. Plaintiff has been a thought leader and pillar of the cannabis business
25 community since 2009. In addition to establishing Clover Leaf Consulting, a
26 cannabis business consulting practice, Plaintiff Villano’s accomplishments and
27 activities include: founding Clover Leaf University, the only cannabis education
28

1 program approved, regulated and licensed by the Department of High Education's
2 Private Occupational School Board; serving in an advisory capacity to government
3 agencies in the development of both local and state regulations and compliance
4 standards, and receiving recognition from People Magazine and The International
5 Business Times as a pioneer in the cannabis industry.

6 4. Plaintiff first met Defendant Marley in 2019 at the Cannabis Business
7 Awards. After meeting Plaintiff, Defendant Marley talked to her about wanting to
8 enter into the cannabis industry and sought to pick her brain about how to manifest
9 his vision into reality. Plaintiff was resistant to joining Defendant Marley in any
10 business venture and told him she would consider getting involved when Defendant
11 Marley had a more solid plan of what he wanted to do.

12 5. Eventually, Defendant Marley had his business partners approach
13 Plaintiff with a more concrete business proposal and pleaded with her to come on
14 board as an equity member of Defendant Shashamane, the Limited Liability
15 Corporation that would operate the fictitious business name /brand "Lion Order."
16 On or about March 2, 2021, Plaintiff eventually agreed to work for Defendant
17 Shashamane. As part of her offer, she was promised a 10% equity that would vest
18 after two years.

19 6. On or around June of 2021, after getting substantial pressure from
20 Defendants to expand her role in the Company, Plaintiff agreed to serve as
21 Defendant Shashamane's Chief Executive Officer ("CEO") and performed services
22 and received monetary compensation for her work as CEO. Plaintiff is informed
23 and believes, and based thereon alleges, that she was a statutory employee of
24 Defendant Shashamane during the period of time that she worked as CEO. At all
25 times Defendants had the ability to hire and fire Plaintiff as CEO. Plaintiff reported
26 to Defendant Marley and members of Defendant Shashamane, including John
27 Zidziunas as to her business activities via one-on-one conversations and regular
28 group briefings conducted by Plaintiff. Defendant Marley by virtue of his influence

1 within the organization and his status as the founder and largest shareholder in
2 Shashamane held final say as to any decisions made in the corporation, rendering
3 Plaintiff essentially unable to influence the organization. Plaintiff did not share in
4 the profits, losses, and liabilities of Shashamane. Additionally, and/or alternatively,
5 to the extent that Defendants chose to characterize Plaintiff's compensation as CEO
6 as 1099 non-wage income, Plaintiff alleges that she was a person performing
7 services pursuant to an oral or implied contract, and, therefore, was protected from
8 harassment pursuant to the Fair Employment and Housing Act.

9 7. What Plaintiff did not fully understand at the time she agreed to
10 officially sign on with Lion Order is that she was actually setting herself down a
11 path of exploitation, heartbreak, and abuse. From March of 2021 until her unlawful
12 termination and divestiture in March of 2022, Plaintiff positioned Lion Order for a
13 successful launch. However, even as Plaintiff was making Defendant Marley and
14 his "boys" dreams a reality, she had to endure blatant and shocking harassment on
15 account of her gender. Rohan Marley was verbally abusive and denigrating to
16 Plaintiff on a constant basis and spoke disrespectfully to her in meetings with the
17 assembled ownership of Defendant Shashamane. When Plaintiff pushed back on
18 the sexist and disrespectful statements and the hostile work environment created by
19 Defendant Marley, he told her in front of others, "I can speak to you this way
20 because I am fucking you."

21 8. Unsurprisingly, given the level of disrespect and misogyny exhibited
22 by Defendant Marley, and the hostile work environment he created, the other
23 members of Defendant Shashamane, including Shashamane's General
24 Counsel/COO, John Zidziunas, devalued Plaintiff's work, attempted to give credit
25 for her hard work to its male members, and conspired to terminate Plaintiff before
26 her equity in the Company could vest. Plaintiff objected to being singled out for
27 termination/divestiture on the basis of her gender to her supervisor, Defendant
28 Marley. Shockingly, Defendant Marley presented Plaintiff with a classic *quid pro*

1 *quo* proposition – Defendant Marley would intervene on Plaintiff’s behalf and
2 extend his protection if Plaintiff promised not to have sex with any other men. On
3 or about March 21, 2022, Defendant Marley warned Plaintiff that if she was having
4 sex with any other men, it would “fuck things up” for her at the company. Plaintiff
5 refused to confirm to Defendant Marley in this conversation that she would accede
6 to his Neanderthalic demands. The very next day, Defendants formally severed
7 Plaintiff’s employment with Defendant Shashamane.

8 9. Since Plaintiff’s unlawful termination, Defendants have continued to
9 reap the benefits of their exploitation and unlawful harassment. Lion Order is
10 currently selling its cannabis products in Michigan with plans to spread to other
11 states and expand its product line to include accessories and apparel. Plaintiff’s
12 “reward” for setting aside her business ventures for a year, bringing Lion Order out
13 from complete chaos to the state that it is now in, and enduring unspeakable and
14 degrading sexual harassment, has been unemployed since March of 2022 and
15 suffered a complete divestiture of her 10% stake in Defendant Shashamane.

16 10. In order to address the wrongs that she was made to suffer by
17 Defendants, Plaintiff filed a charge of discrimination and harassment under the
18 California Fair Employment and Housing Act (“FEHA”) with the California
19 Department of Fair Employment and Housing (“DFEH”). Plaintiff was issued a
20 right to sue letter by the DFEH on May 22, 2023. Plaintiff now brings this lawsuit
21 alleging *quid pro quo* sexual harassment, hostile environment sexual harassment,
22 failure to prevent harassment, and wrongful termination against Defendant Rohan
23 Marley and Defendant Shashamane.

24 **JURISDICTION AND VENUE**

25 11. This Court has jurisdiction over this action and the matters alleged
26 herein pursuant to the following statutes:

27 12. Diversity jurisdiction pursuant to 28 U.S.C. §1332(a); and

28 13. Supplemental jurisdiction pursuant to 28 U.S.C. §1367.

1 14. At all times relevant herein, Plaintiff was and is an individual residing
2 in the State of Colorado where she retains an address, telephone number, and car
3 registration. Plaintiff is a citizen of the United States of America and a citizen of the
4 State of Colorado.

5 15. Plaintiff is informed and believes and based thereon alleges, that at all
6 times relevant herein, Defendants Shashamane is a Limited Liability Corporation
7 organized under the laws of the State of Delaware with its principal place of
8 business in Dover, Delaware.

9 16. Plaintiff is informed and believes, and based thereon alleges, that the
10 members of Shashamane, LLC, are Defendant Marley, John Zidziunas, Erik
11 Caggiano, Mike James, James Hennessey Estime, Zion Marley, Nico Marley, Lukas
12 Siwula, and Kenneth Martin.

13 17. Plaintiff is informed and believes, and based thereon alleges that
14 Defendant Marley is a member of Defendant Shashamane and is a citizen of the
15 State of Florida who resides in the City of Miami Beach, State of Florida.

16 18. Plaintiff is informed and believes, and based thereon alleges, that John
17 J. Zidziunas is a member of Defendant Shashamane and is a citizen of the State of
18 New York who resides in the City of New York, State of New York.

19 19. Plaintiff is informed and believes, and based thereon alleges, that Erik
20 Caggiano is a member of Defendant Shashamane and is a citizen of the State of
21 Florida who resides in the City of Bonita Springs, State of Florida.

22 20. Plaintiff is informed and believes, and based thereon alleges, that Mike
23 James is a member of Defendant Shashamane and is a citizen of the State of Florida
24 who resides in the City of Miami, State of Florida.

25 21. Plaintiff is informed and believes, and based thereon alleges, that
26 James Hennessy Estime is a member of Defendant Shashamane and is a citizen of
27 the State of New Jersey who resides in the City of Cherry Hill, State of New Jersey.

28 22. Plaintiff is informed and believes, and based thereon alleges, that Zion

1 Marley is a member of Defendant Shashamane and is a citizen of the State of
2 Florida who resides in the City of Miami Beach, State of Florida;

3 23. Plaintiff is informed and believes, and based thereon alleges, that Nico
4 Marley is a member of Defendant Shashamane and is a citizen of the State of
5 California who resides in the City of Los Angeles, State of California;

6 24. Plaintiff is informed and believes, and based thereon alleges, that
7 Lukas Siwula is a member of Defendant Shashamane and is a citizen of the State of
8 New York who resides in the City of New York, State of New York.

9 25. Plaintiff is informed and believes, and based thereon alleges, that
10 Kenneth Martin is a member of Defendant Shashamane and is a citizen of the State
11 of New York who resides in the City of New York, State of New York.

12 26. Plaintiff is informed and believes, and based thereon alleges, that Cole
13 Ramstad is a member of Defendant Shashamane and is a citizen of the State of
14 California who resides in the City of Los Angeles, State of California.

15 27. The amount in controversy herein, as demanded by Plaintiff, exceeds
16 the sum or value of \$75,000.00 and will be established according to proof at trial.

17 28. The Court has jurisdiction over Defendants, because upon information
18 and belief, Defendants have sufficient minimum contracts in California or otherwise
19 intentionally avails themselves of the California market so as to render the exercise
20 of jurisdiction over them by this Court consistent with traditional notions of fair
21 play and substantial justice.

22 29. Venue is proper in this judicial district pursuant to California
23 Government Code section 12965(c)(2), because the alleged unlawful employment
24 practices that form the basis for Plaintiff's claims under the California Fair
25 Employment and Housing Act were committed in the County of Los Angeles. *See*
26 *Malloy v. Superior Court*, 83 Cal.App.4th 543, 552 (2022) ("[S]ection 12965,
27 subdivision (c)(3), authorizes an aggrieved party to file a FEHA action in the
28 county in which the alleged unlawful employment practice was committed. ...

[T]he special provisions of this FEHA venue statute ‘control in cases involving FEHA claims joined with non-FEHA claims arising from the same facts.’). Plaintiff further alleges that venue is appropriate in the Central District of California because a substantial part of the events or omissions giving rise to the claim occurred in this district. Plaintiff was working for Defendants in Los Angeles County when she suffered the sexual harassment and unlawful termination that forms the basis of her claims.

FIRST CAUSE OF ACTION

Quid Pro Quo Harassment in Violation of FEHA – Gender/Sex (Gov. Code Sec. 12940, et seq. (Against all Defendants))

30. Plaintiff alleges and incorporates herein by this reference each and every allegation set forth in all previous paragraphs of the Complaint as if fully set forth herein.

31. Plaintiff refers to and incorporates herein by reference the above paragraphs as though fully set forth herein.

32. Defendant Shashamane is subject to suit for harassment claims under the Fair Employment and Housing Act, Government Code section 12940, et seq. (the “FEHA”), in that it regularly employs one (1) or more persons or that it regularly receives the services of one or more persons providing services pursuant to a contract. Gov. Code sec. 12940(j)(4)(A).

33. Defendant Marley is subject to suit under the FEHA in that he is personally liable for any prohibited harassment that he personally perpetrated. Gov. Code sec. 12940(j)(3).

34. Plaintiff was, at all times relevant to this action, protected under the FEHA as an employee and/or contractor of Defendant Shashamane.

35. The Fair Employment and Housing Act makes it unlawful for any employer to discriminate against and harass an employee on the basis of sex or

1 gender. Gov. Code sec. 12940(a), 12940(j)(1). The FEHA's prohibition of
2 unlawful discrimination and harassment includes quid pro quo harassment.

3 36. Plaintiff alleges that she was an employee of Defendant in that
4 Defendant Shashamane had the ability to terminate her employment, set the rules
5 for her work and supervised her work. Further, Plaintiff alleges that she reported to
6 a supervisor at Defendant Shashamane, Rohan Marley, and did not share in the
7 profits, losses, or liabilities in the organization, although she was promised a vested
8 interest in the company after two years of work. Plaintiff was terminated prior to
9 vestment.

10 37. In the alternative to paragraph 35, Plaintiff alleges that she was a
11 person providing services under a contract to Defendant Shashamane pursuant to 2
12 CCR §11008.

13 38. Plaintiff alleges that Defendants are liable for harassment she suffered
14 on a *quid pro quo* basis because her terms of employment, job benefits, or favorable
15 working conditions were made contingent, by words or conduct, on Plaintiff's
16 acceptance of Defendant Marley's sexual advances and/or conduct. Specifically, on
17 multiple occasions, Defendant Marley demanded that he be allowed to impregnate
18 Plaintiff and that Plaintiff not engage in sexual relations with any other man. As
19 detailed above, Plaintiff was targeted for termination and divestiture of her equity
20 stake in Shashamane by Rohan Marley's Boys starting on or about March 8, 2022.
21 As Plaintiff was fighting for her professional life, Defendant Marley offered to
22 intercede on her behalf and arrange for her to at least retain her full 10% equity
23 stake in Shashamane, so long as she would not have sex with any other man.
24 Defendant Marley was the principal owner of Shashamane and was adamant in
25 internal meetings that his word was law within the Company. As the political
26 infighting in Shashamane continued and Plaintiff was pressured into resigning and
27 taking a 50% reduction in her equity stake, Defendant Marley once again came to
28 Plaintiff on or about March 21, 2022. Defendant Marley again asked Plaintiff to

1 aver that she would not have sex with any other man. When Plaintiff remained
 2 silent and refused to aver that she would not remain celibate, Defendant Marley
 3 ended the call and did not call her ever again. Plaintiff's equity and position with
 4 Defendant Shashamane were both conclusively terminated immediately thereafter,
 5 on or about March 22, 2022.

6 39. Plaintiff is informed and believes, and based thereon alleges, that as a
 7 direct and proximate result of the acts alleged herein, Plaintiff has suffered and
 8 continues to suffer economic detriment and monetary damages, including, but not
 9 limited to, loss of wages, salary, bonuses, and benefits, including, but not limited to,
 10 retirement savings, life, and medical/health insurance, and prejudgment interest in
 11 an amount to be determined at trial.

12 40. Plaintiff is informed and believe, and based thereon alleges, that
 13 Defendants willfully engaged in the conduct alleged herein with malice, fraud, and
 14 oppression, without excuse or justification, and with the specific intent to injure
 15 Plaintiff for an improper and evil motive which constitutes a malicious and
 16 conscious disregard of Plaintiff's rights. By reason thereof, Plaintiff is entitled to an
 17 award of exemplary and punitive damages against Defendants sufficient to punish
 18 and deter Defendants from engaging in such conduct in the future in an amount to
 19 be determined at trial.

20 41. As a direct result of the conduct of Defendants as set forth above,
 21 Plaintiff was forced to incur substantial attorney's fees and costs which are
 22 recoverable under California Government Code section 12965(b).

23 **SECOND CAUSE OF ACTION**

24 **Hostile Environment Harassment In Violation of Fair Employment and** 25 **Housing Act (Gov. Code Section 12940(h) (Against Defendant Shashamane)**

26 42. Plaintiff alleges and incorporate herein by this reference each and
 27 every allegation set forth in all previous paragraphs of the Complaint as if fully set
 28 forth herein.

1 43. Defendant Shashamane is subject to suit for harassment claims under
2 the Fair Employment and Housing Act, Government Code section 12940, et seq.
3 (the “FEHA”), in that it regularly employs one (1) or more persons or that it
4 regularly receives the services of one or more persons providing services pursuant
5 to a contract. Gov. Code sec. 12940(j)(4)(A).

6 44. Defendant Marley is subject to a suit under the FEHA in that he is
7 personally liable for any prohibited harassment that he personally perpetrated. Gov.
8 Code sec. 12940(j)(3).

9 45. Plaintiff was, at all times relevant to this action, protected under the
10 FEHA as an employee and/or contractor.

11 46. The Fair Employment and Housing Act makes it unlawful for any
12 employer to discriminate against and harass an employee on the basis of sex or
13 gender. Gov. Code sec. 12940(a), 12940(j)(1). The FEHA’s prohibition of
14 unlawful discrimination and harassment includes harassment resulting from the
15 creation of a “hostile environment.”

16 47. Defendant created a hostile environment against Plaintiff on the basis
17 of her sex as alleged herein, and, as such, violated California Government Code
18 section 12940, et seq.

19 48. During her tenure with Defendant Shashamane, Plaintiff was regularly
20 harassed on the basis on her sex/gender which created a hostile work environment.
21 The acts of harassment Plaintiff experienced included but was not limited to the
22 following:

- 23 • Defendant Marley abused his power as Plaintiff’s supervisor and would
24 humiliate Plaintiff in front of others saying things like “You know why I can
25 talk to you like this, because I’m fucking you” and “fuck your award show.
26 What is in it for me”;
- 27 • Defendant Marley would randomly call Plaintiff and say “are you fucking
28 anybody? Because if you are you’re going to fuck this up for yourself”;

- 1 • On multiple occasions, the Boys were praised, and Plaintiff was treated
- 2 horribly and was constantly disrespected in front of all the boys;
- 3 • On or about December 21, 2021, Plaintiff had a conversation with Defendant
- 4 Marley, after he had announced that he was having a new baby (which
- 5 Plaintiff understood to be his fourth baby with different women in a span of
- 6 approximately one or two years) and Plaintiff told him that she was “not a
- 7 concubine”, Plaintiff told Defendant Marley that she respected him, but she
- 8 wanted to find true love and she was an honest and very hard-working
- 9 employee;
- 10 • On multiple occasions Plaintiff was treated terribly, dismissing her or her
- 11 concerns, gaslighting her and overstepping and humiliating Plaintiff.

12 49. Plaintiff is informed and believes, and based thereon alleges, that as a
13 direct and proximate result of the acts alleged herein, Plaintiff has suffered and
14 continues to suffer economic detriment and monetary damages, including, but not
15 limited to, loss of wages, salary, bonuses, and benefits, including, but not limited to,
16 retirement savings, life, and medical/health insurance, and prejudgment interest in
17 an amount to be determined at trial.

18 50. Plaintiff is informed and believe, and based thereon alleges, that
19 Defendants willfully engaged in the conduct alleged herein with malice, fraud, and
20 oppression, without excuse or justification, and with the specific intent to injure
21 Plaintiff for an improper and evil motive which constitutes a malicious and
22 conscious disregard of Plaintiff’s rights. By reason thereof, Plaintiff is entitled to
23 an award of exemplary and punitive damages against Defendants sufficient to
24 punish and deter Defendants from engaging in such conduct in the future in an
25 amount to be determined at trial.

26 51. As a direct result of the conduct of Defendants as set forth above,
27 Plaintiff was forced to incur substantial attorney’s fees and costs which are
28 recoverable under California Government Code section 12965(b).

THIRD CAUSE OF ACTION

Wrongful Termination

Against Defendant Shashamane

52. Plaintiff alleges and incorporates herein by this reference each and every allegation set forth in all previous paragraphs of the Complaint as if fully set forth herein.

53. At all times mentioned herein, Article I, Section 8 of the California State Constitution and the FEHA were in full force and effect, and delineated fundamental, substantial, and well-established policies that benefit the public at large rather than private interests and were binding upon Defendants at the time of Plaintiff's termination.

54. On or about March 22, 2022, Defendant conclusively terminated Plaintiff's employment.

55. Defendant's termination of Plaintiff was wrongful and violated the public policy of the State of California, as expressed in the California Constitution and the FEHA.

56. Plaintiff is informed and believes, and based thereon alleges, that as a direct and proximate result of the acts alleged herein, Plaintiff has suffered and continues to suffer economic detriment and monetary damages, including, but not limited to, loss of wages and benefits in an amount to be determined at trial.

57. Plaintiff is informed and believes, and based thereon alleges, that as a further direct and proximate result of the acts alleged herein, Plaintiff has suffered and continues to suffer substantial embarrassment, extreme and severe humiliation, mental anguish, emotional and physical distress, pain, and suffering, and has been generally damaged in an amount to be determined at trial.

58. Plaintiff is informed and believes, and based thereon alleges, that Defendant willfully engaged in the conduct alleged herein with malice, fraud, and oppression, without excuse or justification, and with the specific intent to injure

1 Plaintiff for an improper and evil motive which constitutes a malicious and
 2 conscious disregard of Plaintiff's rights. By reason thereof, Plaintiff is entitled to
 3 an award of exemplary and punitive damages against Defendant sufficient to punish
 4 and deter Defendant from engaging in such conduct in the future in an amount to be
 5 determined at trial.

6 **PRAYER FOR DAMAGES**

7 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

8 **ON THE FIRST CAUSE OF ACTION**

- 9 1. For a determination that Defendants violated the FEHA, including but
 10 not limited to Government Code Sections 12940(a) and 12940 (j)(1);
- 11 2. For lost wages and benefits and other monetary relief in an amount to
 12 be determined at trial, but no less than \$250,000.00;
- 13 3. For compensatory damages in an amount to be determined at trial, but
 14 no less than \$5,000,000.00;
- 15 4. For general and special damages in an amount to be determined at trial,
 16 but no less than \$1,000,000.00; and
- 17 5. For punitive damages in an amount to be determined at trial; and
- 18 6. Attorneys' fees and costs in an amount to be determined at trial.

19 **ON THE SECOND CAUSE OF ACTION**

- 20 1. For a determination that Defendants violated the FEHA, including but
 21 not limited to Government Code Sections 12940(a) and 12940 (j)(1);
- 22 2. For lost wages and benefits and other monetary relief in an amount to
 23 be determined at trial, but no less than \$250,000.00;
- 24 3. For compensatory damages in an amount to be determined at trial, but
 25 no less than \$5,000,000.00;
- 26 4. For general and special damages in an amount to be determined at trial,
 27 but no less than \$1,000,000.00; and
- 28 5. For punitive damages in an amount to be determined at trial; and

6. Attorneys' fees and costs in an amount to be determined at trial.

ON THE THIRD CAUSE OF ACTION

1. For lost wages and benefits and other monetary relief in an amount to be determined at trial, but no less than \$250,000.00;
2. For compensatory damages in an amount to be determined at trial, but no less than \$5,000,000.00;
3. For general and special damages in an amount to be determined at trial, but no less than \$1,000,000.00; and
4. For punitive damages in an amount to be determined at trial; and
5. Attorneys' fees and costs in an amount to be determined at trial.

AS TO ALL CAUSES OF ACTION:

1. For an award of reasonable attorneys' fees, costs, expert costs, and expenses pursuant to statutory and common law; and
2. For such other and further relief as this Court may deem just, fair, and proper.

DATED: June 2, 2023

Respectfully Submitted,
BARKHORDARIAN LAW FIRM, PLC

/s/ **Gregory P. Wong**

Gregory P. Wong
Attorneys for Plaintiff Chloe Villano

DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial by jury.

DATED: June 2, 2023

Respectfully Submitted,
BARKHORDARIAN LAW FIRM, PLC

/s/ Gregory P. Wong

Gregory P. Wong
Attorneys for Plaintiff Chloe Villano